

Exhibit 6

STATEMENT OF WORK #1**FIXTURE AND SALES SUPPORT SERVICES****SPEEDWAY**

This Statement of Work #1 (this “SOW”), effective as of January 30, 2019 (the “SOW Effective Date”), by and between Altria Group Distribution Company, a Virginia corporation (the “Altria Company”), a Subsidiary of Altria Group, Inc. (“Provider”), and JUUL Labs, Inc., a Delaware corporation (“Recipient”), pursuant to the Services Agreement, dated as of December 20, 2018 (the “Agreement”), by and between Provider and Recipient. This SOW is subject to the terms and conditions of the Agreement. Any capitalized term used, but not defined, in this SOW, has the meaning given to such term in the Agreement.

1. Term and Termination.

- a. Term. The initial term of this SOW (the “Initial Term”) will begin on the SOW Effective Date and will continue through July 31, 2019 as set forth in Schedule 1.
- b. Termination. The Term will expire automatically upon the termination or expiration of the Agreement. Any termination, reduction or suspension of the Services set forth in this SOW will be subject to the terms of Article V of the Agreement.

2. Services. Pursuant to this SOW, the Altria Company will provide to Recipient the Services described in the following Sections of the Agreement:

Sections IV.A of Exhibit A (Fixture Services); and

Sections II.B, C and E of Exhibit B (Sales Services).

- 3. Cooperation.** Recipient will cooperate fully with the Altria Company in its performance of the Services, including without limitation, by timely providing all information, materials, resources, decisions, and access to personnel and facilities necessary for the proper performance of the Services by the Altria Company. Each party will be fully responsible for the performance of its obligations under this SOW. Altria Company will execute the Services for Recipient and perform its obligations under the applicable terms of both the Agreement and any applicable Innovative Tobacco Product Program agreement (either the Nu Mark Retail Program Agreement, or other such agreement between stores and Altria Company which grants Altria Company certain rights to merchandising and advertising of Innovative Tobacco Products, referred to herein collectively as “ITP Agreements”). If a Nu Mark product (such as Green Smoke or MarkTen) currently occupies ITP fixture space in a store where Recipient has paid for Fixture Services under this SOW, Altria Company will move or remove the Nu Mark products to stock Recipient’s products. Following the payment of compensation for Fixture Services, Altria Company will use its best efforts to enforce the terms of any applicable ITP Agreement at Recipient’s direction.
- 4. Compensation.** In full and complete consideration of the Services provided under this SOW, Recipient will pay to the Altria Company the charges (the “Charges”) set forth in the table attached hereto as Schedule 1. Fixture Services payments to Altria Company

are made in consideration of a store's performance of all requirements of the applicable plan terms of the ITP Agreements. In the event that Recipient compensates Altria Company for Fixture Services and any store declines to perform or participate, or partially performs or participates, under its ITP Program Agreement, Altria Company will provide a credit to Recipient on the same terms as Altria Company's right under the applicable ITP agreement to obtain a pro rata refund from the store.

5. **Invoicing.** The Altria Company will submit invoices for Charges in accordance with the Agreement.
6. **Payment.** Recipient will pay the Altria Company's invoices in accordance with the Agreement.
7. **Provider Manager.** The Provider Manager for this SOW will be:

Theodore J. Edlich IV
Altria Client Services LLC
6601 West Broad Street
Richmond, VA 23230
TJ.Edlich@altria.com

8. **Recipient Manager.** The Recipient Manager for this SOW will be:

Bob Robbins
President, JUUL Americas
JUUL Labs, Inc.
560 20th Street
San Francisco, CA 94107
bob@juul.com

IN WITNESS WHEREOF, the Altria Company and Recipient have executed this Statement of Work #1 as of the SOW Effective Date.

Altria Group Distribution Company

JUUL Labs, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Brian Daviduke

Tim Danaher

DocuSigned by:
Brian Daviduke
D75CBFFC2CA74F3...

DocuSigned by:
Tim Danaher
0D28A9DF7069402...

Schedule 1

<u>Service Category</u>	<u>Basis of Charges</u>	<u>Total Charges</u>
Fixture Services		
<ul style="list-style-type: none"> Initial rollout for 1,073 stores 	<p>████████████████████ per store for current term of the Innovative Tobacco Product Program.</p>	<p>████████████████████ with goal of completion by March 31, 2019 (assuming Merchandising Material is available)</p>
<p>Field Sales Force Services including:</p> <ul style="list-style-type: none"> Territory Sales Managers Key Retail Account Services Field Sales Force Management 	<p>████████████████████ total cost per store visit. The total number of store visits shall not exceed 1,073. This is inclusive of all labor and associated Field Sales Forces Services required to perform a full reset for each store, including:</p> <ul style="list-style-type: none"> Install - Lit EDI components - average 4 shelves per store Install - Graphics (Rack Strip & Header) 	<p>████████████████████</p>
Trade Marketing Materials for fixtures	<p>Estimated Maximum Cost Per Store including ██████ markup: ██████ (amount not to be exceeded without prior written consent of Recipient)</p>	<p>Estimated Maximum Total Cost: ██████ (amount not to be exceeded without prior written consent of Recipient)</p>

Total Maximum Cost per Store: ██████

Total Maximum Contract Cost: ██████

STATEMENT OF WORK #5

FIXTURE AND SALES SUPPORT SERVICES

This Statement of Work #5 (this “SOW”), effective as of January 29, 2019 (the “SOW Effective Date”), by and between Altria Group Distribution Company, a Virginia corporation (the “Altria Company”), a Subsidiary of Altria Group, Inc. (“Provider”), and JUUL Labs, Inc., a Delaware corporation (“Recipient”), pursuant to the Services Agreement, dated as of December 20, 2018 (the “Agreement”), by and between Provider and Recipient. This SOW is subject to the terms and conditions of the Agreement. Any capitalized term used, but not defined, in this SOW, has the meaning given to such term in the Agreement.

1. Term and Termination.

- a. Term. The initial term of this SOW (the “Initial Term”) will begin on the SOW Effective Date and will continue through January 4, 2021 as set forth in Schedule 2.
- b. Termination. The Term will expire automatically upon the termination or expiration of the Agreement. Any termination, reduction or suspension of the Services set forth in this SOW will be subject to the terms of Article V of the Agreement.

2. Services. Pursuant to this SOW, the Altria Company will provide to Recipient the Services described in the following Sections of the Agreement:

Sections IV.A of Exhibit A (Fixture Services); and

Sections II.B, C and E of Exhibit B (Sales Services).

3. **Cooperation.** Recipient will cooperate fully with the Altria Company in its performance of the Services, including without limitation, by timely providing all information, materials, resources, decisions, and access to personnel and facilities necessary for the proper performance of the Services by the Altria Company. Each party will be fully responsible for the performance of its obligations under this SOW. Altria Company will execute the Services for Recipient and perform its obligations under the applicable terms of both the Agreement and any applicable Innovative Tobacco Product Program agreement (either the Nu Mark Retail Program Agreement, or other such agreement between stores and Altria Company which grants Altria Company certain rights to merchandising and advertising of Innovative Tobacco Products, referred to herein collectively as “ITP Agreements”). If a Nu Mark product (such as Green Smoke or MarkTen) currently occupies ITP fixture space in a store where Recipient has paid for Fixture Services under this SOW, Altria Company will move or remove the Nu Mark products to stock Recipient’s products. Following the payment of compensation for Fixture Services, Altria Company will use its best efforts to enforce the terms of any applicable ITP Agreement at Recipient’s direction.
4. **Compensation.** In full and complete consideration of the Services provided under this SOW, Recipient will pay to the Altria Company the charges (the “Charges”) set forth in Schedule 1. Fixture Services will be paid in accordance with the payment schedule set forth in Schedule 2. The payment schedule for all other charges are set forth in the

Agreement. Fixture Services payments to Altria Company are made in consideration of a store's performance of all requirements of the applicable plan terms of the ITP Agreements. In the event that Recipient compensates Altria Company for Fixture Services and any store declines to perform or participate, or partially performs or participates, under its ITP Program Agreement, Altria Company will provide a credit to Recipient on the same terms as Altria Company's right under the applicable ITP agreement to obtain a pro rata refund from the store.

5. **Invoicing.** The Altria Company will submit invoices for Charges in accordance with the Agreement.
6. **Payment.** Recipient will pay the Altria Company's invoices in accordance with the Agreement.
7. **Provider Manager.** The Provider Manager for this SOW will be:

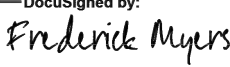
Theodore J. Edlich IV
Altria Client Services LLC
6601 West Broad Street
Richmond, VA 23230
TJ.Edlich@altria.com

8. **Recipient Manager.** The Recipient Manager for this SOW will be:


Bob Robbins
President, JUUL Americas
JUUL Labs, Inc.
560 20th Street
San Francisco, CA 94107
bob@juul.com

IN WITNESS WHEREOF, the Altria Company and Recipient have executed this Statement of Work #5 as of the SOW Effective Date.

Altria Group Distribution Company

By: 
85FF7D13B71D48D...
Name: Frederick Myers
Title: President & CEO AGDC

JUUL Labs, Inc.

By: 
0D28A9DF7069402...
Name: Tim Danaher
Title: CFO

Schedule 1

<u>Service Category</u>	<u>Basis of Charges</u>	<u>Total Charges</u>
Fixture Services <ul style="list-style-type: none"> • 40,399 “ITP” Stores which excludes Kroger Supermarkets, but includes Speedway • See Appendix B for Merchandising Term (Duration of ITP Agreement) by Retail Chain 	<p>█████, plus █████, per store for current term of the Innovative Tobacco Product Program.</p> <p>See Appendix A to see how the per store payment is allocated for the average store covered by this Scope of Work.</p>	<p>█████ cost, with goal of █████ completion by March 31, 2020.</p>
Field Sales Force Services including: <ul style="list-style-type: none"> • Territory Sales Managers • Key Retail Account Services • Field Sales Force Management 	<p>█████, plus █████ (█████), total cost per store visit. The total number of store visits for this execution shall not exceed the total number of stores that are part of an ITP Chain, which currently stands at 40,399 stores.</p> <p>This is inclusive of all labor and associated Field Sales Force Services required to perform a full reset for each store, including:</p> <ul style="list-style-type: none"> • Merchandise JUUL in Nu Mark share of merchandising space • Install - Lit EFI components - average 4 per store <p>Install - Graphics (Rack Strip & Header)</p>	<p>█████ total maximum charges</p>
Trade Marketing Materials for fixtures	<p>Estimated Maximum Cost Per Store including █████ markup: █████ (amount not to be exceeded without prior written consent of Recipient)</p>	<p>Estimated Maximum Total Cost: █████ (amount not to be exceeded without prior written consent of Recipient)</p>

Total Maximum Cost per Store: [REDACTED]

Total Maximum Contract Cost: [REDACTED]

Schedule 2

<u>Payment Schedule</u>	<u>Date Payment to be Paid</u>	<u>Charges</u>
2018	Within 30 days of signed SOW (March 1, 2019)	██████████
2019	January 3, 2020	██████████
2020	January 4, 2021	██████████
Total Charge		██████████

Appendix A

The aggregate cost from which the per store charge was calculated was based on costs for fixtures and retail reset incentive in the proportion below.

Fixture Assets (Procured on behalf of the Retailer and owned by the Retailer)	████
Retailer Reset	████

Appendix B

MA#	Account Name	Term of ITP Agreement
27566	Circle K Procurement and Brands Ltd.	This RUF is effective beginning October 1, 2018 and ends September 30, 2021 for all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> "). 90% of Stores must meet the Nu Mark ITP Merchandising Requirements detailed below by December 31, 2019. The Term of the agreement will extend for each week that this percentage is not met.
13862	7-ELEVEN, INC. HQ	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
13384	COGO'S	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
59669	Mickey Mart Stores HQ	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
56916	GUMBY'S L.L.C	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
46968	CERTIFIED OIL CO	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62057	Coen Oil	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58796	SPEEDWAY L.L.C. H.Q	This RUF is effective as of January 1, 2019, and will continue through December 31, 2021.
14448	SHEETZ, INC. - ATTN PAUL CROZIER	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
10960	Wawa, Inc.	This RUF is effective from the date of complete execution by the parties through the date that is two (2) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
26142	EG America	This RUF is effective as of January 1, 2019, and will continue through December 31, 2021 (the " <u>Term</u> ").

62871	BP WEST COAST PRODUCTS, LLC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
68418	CHEVRON STATIONS INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57740	PUFFS DISCOUNT CIGARETTES	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
60165	C.L.T.S. INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
59909	TOBACCO WORLD	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
56320	MURPHY OIL USA, INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
28030	CASEYS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
64382	KUM & GO L.C. - HQ	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
54563	I-90 FUEL SERVICES	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
56948	DISCOUNT TOBACCO	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62848	GPM Investments LLC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
60259	BROOKSHIRE BROTHERS, LTD.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

64574	GIANT EAGLE INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
70410	QUIK - WAY RETAIL ASSOCIATES II, LTD	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
16458	QUICK CHEK	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
56301	ROSS-LAB MARKETING, INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
66412	TOBACCO TOWN	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62143	DISCOUNT TOBACCO OUTLET	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
75401	Horizon - Sunoco	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
60045	VICTORY MARKETING	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58989	Smoke-N-Go	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
72868	Axcel Management Corporation	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
47494	QUIK TRIP CORP HQ	This RUF is effective from the date of complete execution by the parties through the date that is two (2) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62340	WAL*MART STORES	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

70229	Vintners - Total	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
72605	Brookwood Gas & Convenience d/b/a Yesway	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
73062	CST- Erickson Freedom & SSG Auto Stop	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
51787	CONDON OIL CO	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
72388	REW Inc.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
50906	GRAHAM ENTERPRISE, INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
12204	JR. Food Stores	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
61649	SAVER GROUP	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62107	SMOKERS HOST	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57111	COLLETT ENTERPRISES, INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
65612	RMD RETAIL	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
45721	Newcomb Oil	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

63704	KWIK TRIP, INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
66126	SMOKESHACK	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
65100	PILOT CORPORATION	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
35998	RACETRAC PETROLEUM	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
40794	HYVEE, INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
54144	TOBACCO SUPERSTORE	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
54303	FAST LANE DISCOUNT TOBACCO LTD.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
54375	First Coast Energy	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
55270	DISCOUNT TOBACCO OUTLET	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
49902	Verc	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
42805	ENMARK STATIONS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57693	Smokin Joe's Outlet	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

15512	ROYAL FARMS STORES	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
61539	SAMPSON BLADEN OIL COMPANY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
65305	QUALITY OIL COMPANY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
59211	TOBACCO ROAD OUTLET	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
47008	MIRABITO FUEL GROUP	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58659	SMOKES 4 LESS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
36696	DISCOUNT DRUG MART	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58768	SMOKER FRIENDLY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
59544	SHANE SMITH ENTERPRISE INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
50561	UNITED PACIFIC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57045	H. E. BUTT GROCERY COMPANY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
38074	LITTLE GENERAL STORE	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

55260	CIGARETTE EXPRESS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
11856	UNITED DAIRY FARMER	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
16820	PLAID PANTRY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
45488	THE SPINX CO., INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
41670	MEIJER GAS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
25760	E-Z MART	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
26862	Country Fair	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58674	FORWARD CORP	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
64245	Sunrise Stores	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
68390	Ware Brands, Inc. DBA JB Hawks	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
50841	Western Oil	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57618	CHICKASAW NATION DIV. OF COMMERCE	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

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STATEMENT OF WORK #9

DISTRIBUTION SUPPORT SERVICES

This Statement of Work #9 (this “SOW”), effective as of April 26, 2019 (the “SOW Effective Date”), is entered into by and between Altria Group Distribution Company, a Virginia corporation (the “Altria Company”), a Subsidiary of Altria Group, Inc. (“Provider”), and JUUL Labs, Inc., a Delaware corporation (“Recipient”), pursuant to the Services Agreement, dated as of December 20, 2018 (the “Agreement”), by and between Provider and Recipient. This SOW is subject to the terms and conditions of the Agreement. Any capitalized term used, but not defined, in this SOW, has the meaning given to such term in the Agreement.

1. Term and Termination.

- a. Term. The initial term of this SOW (the “Initial Term”) will begin on the SOW Effective Date and will continue through December 31, 2019. The term of this SOW will renew automatically for successive terms of one year (each, a “Renewal Term”), unless either party provides written notice to the other party of its intent not to review this SOW at least one hundred twenty (120) days prior to the end of the Initial Term or the then-current Renewal Term (the Initial Term and any Renewal Terms, collectively, the “Term”).
- b. Termination. The Term will expire automatically upon the termination or expiration of the Agreement. Any termination, reduction or suspension of the Services set forth in this SOW will be subject to the terms of Article V of the Agreement.

2. Services. Pursuant to this SOW, the Altria Company will provide to Recipient the Services described in the following Section of the Agreement:

Section III.A.2 of Exhibit A (Distribution Support)

3. Confidentiality. This SOW is governed by the confidentiality requirements set forth in Article VI of the Agreement.

4. Cooperation. Recipient will cooperate fully with the Altria Company in its performance of the Services, including without limitation, by timely providing all information, materials, resources, decisions, and access to personnel and facilities necessary for the proper performance of the Services by the Altria Company. Each party will be fully responsible for the performance of its obligations under this SOW.

5. Risk of Loss.

- a. Notwithstanding the terms of the Agreement, Recipient will bear the risk of loss for all Recipient product lost, stolen, or damaged while in transport to, or being received and stored at warehouses, and during final delivery, except to the extent of any amounts the Altria Company is able to recover from its transportation and warehouse service providers for any Recipient product lost, stolen, or damaged.
- b. Recipient acknowledges that pursuant to its agreements with transportation and warehouse service providers, the Altria Company may be limited in its recovery for loss, theft, or damage to Recipient’s products. Accordingly, Recipient agrees that the Altria Company’s liability for loss, theft, or damage to Recipient’s products will be limited to the amounts recovered by the Altria Company from its

transportation and warehouse service providers for Recipient's lost, stolen, or damaged Products.

- c. Recipient agrees that neither Recipient nor its subsidiaries, affiliates, assigns, insurers, parent companies, or related companies will make any claim for loss, theft or damage to Recipient's products against any representative, agent, service provider or subcontractor of the Altria Company engaged in performing Services (an "Excess Claim"). The foregoing is contingent on the Altria Company's good faith effort to recover amounts for such losses on Recipient's behalf. The parties acknowledge that title and risk of loss to Recipient's Products currently transfers upon delivery of such Products to Recipient's customers. In the event that the transfer of title and risk of loss changes, the parties will revise the provision to include Recipient's customers in the list of parties that may make a claim in the definition of Excess Claim.
 - d. In the event an Excess Claim is made, Recipient will indemnify the Altria Company for any liability arising from such Excess Claim, including without limitation, any amounts payable by the Altria Company to any representative, agent, service provider or subcontractor of the Altria Company engaged in performing Services.
- 6. Compensation.** In full and complete consideration of the Services provided under this SOW, Recipient will pay to the Altria Company the charges (the "Charges") set forth in the table attached hereto as Schedule 1.
- 7. Integration.** All exhibits and schedules annexed hereto or referred to herein are hereby incorporated and made a part of this SOW as if set forth in full herein and any capitalized terms used in any exhibit or schedule to this SOW but not otherwise defined therein shall have the meaning as defined in this SOW.
- 8. Invoicing.** The Altria Company will submit invoices for Charges in accordance with the Agreement.
- 9. Payment.** Recipient will pay the Altria Company's invoices in accordance with the Agreement.
- 10. Provider Manager.** The Provider Manager for this SOW will be:
- Theodore J. Edlich IV
Altria Client Services LLC
6601 West Broad Street
Richmond, VA 23230
tj.edlich@altria.com
- 11. Recipient Manager.** The Recipient Manager for this SOW will be:
- Bob Robbins
President, JUUL Americas
JUUL Labs, Inc.
560 20th Street
San Francisco, CA 94107
bob@juul.com

IN WITNESS WHEREOF, the Altria Company and Recipient have executed this Statement of Work #9 as of the SOW Effective Date.

Altria Group Distribution Company

By: DocuSigned by:

8015A9DF54CA449...

Name: Michele Allen

Title: Managing Director Customer Supply Chain

JUUL Labs, Inc.

By: DocuSigned by:

7E4D179EBDC54DC...

Name: Tim Danaher

Title: CFO

Schedule 1

<u>Service Category</u>	<u>Basis of Charges</u>	<u>Charges</u>
Distribution Support	<ul style="list-style-type: none"> • Line haul freight • Public Warehouse storage and handling in San Bernardino, CA • Last mile freight to customer 	<ul style="list-style-type: none"> • [REDACTED] per truck plus fuel surcharges¹ • [REDACTED] per pallet • [REDACTED] (cwt) plus fuel surcharges¹
Supply Chain Management	Cost of FTE's <ul style="list-style-type: none"> • Consultation and product delivery resolution • Standard Reporting: shipment and delivery confirmation, proof of delivery 	[REDACTED] per month
Mark up	[REDACTED]	[REDACTED] of Charges

¹Reference Excel File *JUUL Cost for San Bernardino Pilot SOW #9*

Pilot Cost Summary

Scenario: DCL Louisville, KY to San Bernardino, CA warehouse for B2B deliveries
21 B2B customers serviced: CA, AZ and NV

Assuming 36 pallets @ 800 lbs per pallet

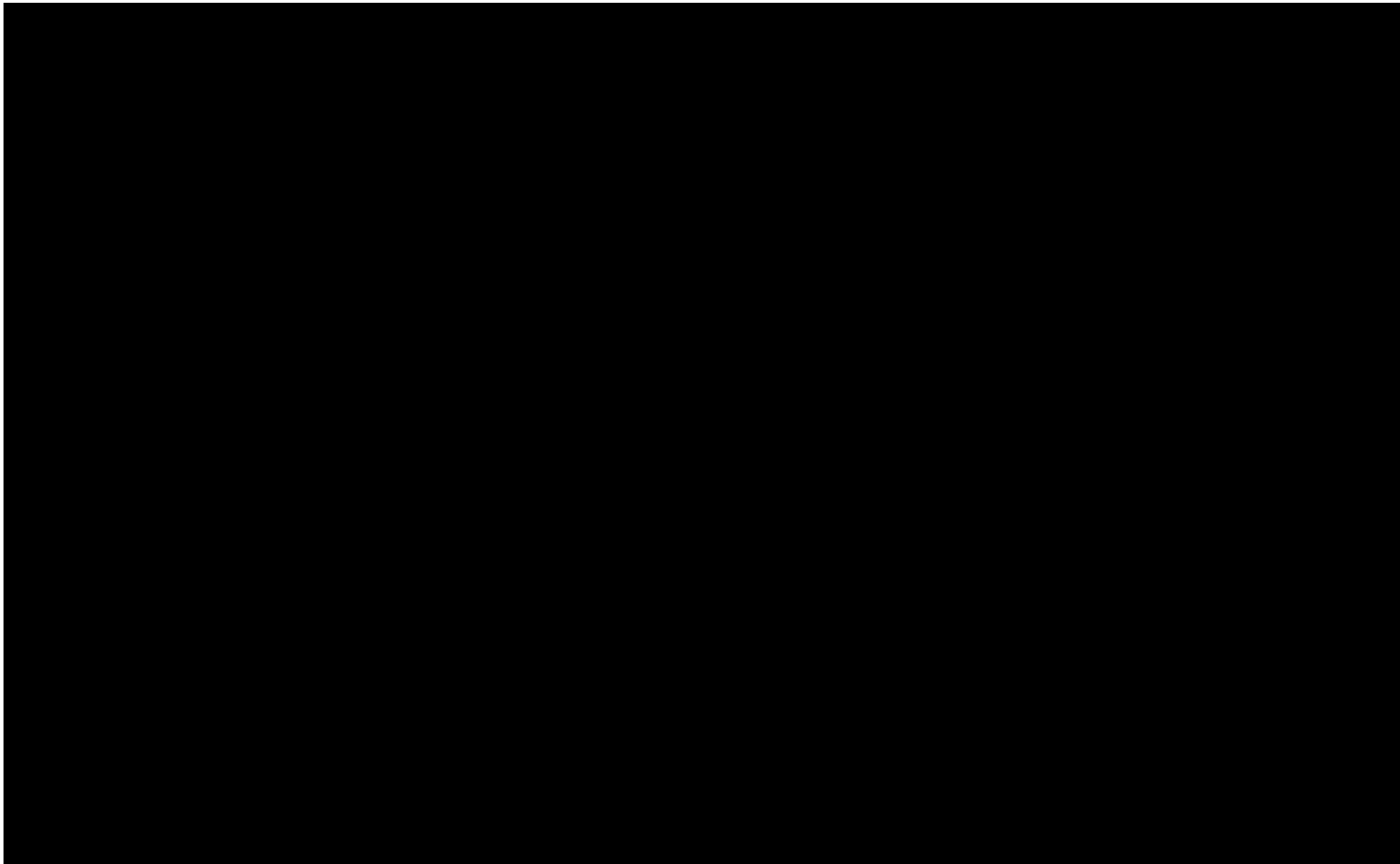
	<u>UOM</u>	<u>Volume estimates</u>	<u>Cost per UOM</u>	
Line haul transportation from DCL	Truck load *	2 trucks per week		
San Bernardino, CA Warehouse Handling Cost	Pallet	See B2B customer tab		
Customer Freight from San Bernardino, CA warehouse to wholesale	cwt **	See B2B customer tab		
	per pound **			
				Avg weight per case @ 3.25 246.1538

* Cost does not include fuel surcharge. Fuel surcharge is updated weekly according to the published EIA rates. Truckload fuel surcharge is calculated per mile. Our fuel table is attached.

** Cost does not include fuel surcharge. Fuel surcharge is updated weekly according to the published EIA rates. LTL fuel surcharge is calculated as a percentage of cost. Our fuel table is attached.

Confidential - Draft
April 15, 2019
Doc Owner: CSC Director Logistics

5159966307



Confidential		
DocuSign Envelope ID: 85E826A3-0783-4FBC-AD75-F66B800BC7EB		
CONFIDENTIAL		
Fuel Surcharge Per Mile TL		

STATEMENT OF WORK #5

FIXTURE AND SALES SUPPORT SERVICES

This Statement of Work #5 (this “SOW”), effective as of January 29, 2019 (the “SOW Effective Date”), by and between Altria Group Distribution Company, a Virginia corporation (the “Altria Company”), a Subsidiary of Altria Group, Inc. (“Provider”), and JUUL Labs, Inc., a Delaware corporation (“Recipient”), pursuant to the Services Agreement, dated as of December 20, 2018 (the “Agreement”), by and between Provider and Recipient. This SOW is subject to the terms and conditions of the Agreement. Any capitalized term used, but not defined, in this SOW, has the meaning given to such term in the Agreement.

1. Term and Termination.

- a. Term. The initial term of this SOW (the “Initial Term”) will begin on the SOW Effective Date and will continue through January 4, 2021 as set forth in Schedule 2.
- b. Termination. The Term will expire automatically upon the termination or expiration of the Agreement. Any termination, reduction or suspension of the Services set forth in this SOW will be subject to the terms of Article V of the Agreement.

2. Services. Pursuant to this SOW, the Altria Company will provide to Recipient the Services described in the following Sections of the Agreement:

Sections IV.A of Exhibit A (Fixture Services); and

Sections II.B, C and E of Exhibit B (Sales Services).

3. **Cooperation.** Recipient will cooperate fully with the Altria Company in its performance of the Services, including without limitation, by timely providing all information, materials, resources, decisions, and access to personnel and facilities necessary for the proper performance of the Services by the Altria Company. Each party will be fully responsible for the performance of its obligations under this SOW. Altria Company will execute the Services for Recipient and perform its obligations under the applicable terms of both the Agreement and any applicable Innovative Tobacco Product Program agreement (either the Nu Mark Retail Program Agreement, or other such agreement between stores and Altria Company which grants Altria Company certain rights to merchandising and advertising of Innovative Tobacco Products, referred to herein collectively as “ITP Agreements”). If a Nu Mark product (such as Green Smoke or MarkTen) currently occupies ITP fixture space in a store where Recipient has paid for Fixture Services under this SOW, Altria Company will move or remove the Nu Mark products to stock Recipient’s products. Following the payment of compensation for Fixture Services, Altria Company will use its best efforts to enforce the terms of any applicable ITP Agreement at Recipient’s direction.
4. **Compensation.** In full and complete consideration of the Services provided under this SOW, Recipient will pay to the Altria Company the charges (the “Charges”) set forth in Schedule 1. Fixture Services will be paid in accordance with the payment schedule set forth in Schedule 2. The payment schedule for all other charges are set forth in the

Agreement. Fixture Services payments to Altria Company are made in consideration of a store's performance of all requirements of the applicable plan terms of the ITP Agreements. In the event that Recipient compensates Altria Company for Fixture Services and any store declines to perform or participate, or partially performs or participates, under its ITP Program Agreement, Altria Company will provide a credit to Recipient on the same terms as Altria Company's right under the applicable ITP agreement to obtain a pro rata refund from the store.

5. **Invoicing.** The Altria Company will submit invoices for Charges in accordance with the Agreement.
6. **Payment.** Recipient will pay the Altria Company's invoices in accordance with the Agreement.
7. **Provider Manager.** The Provider Manager for this SOW will be:


Theodore J. Edlich IV
Altria Client Services LLC
6601 West Broad Street
Richmond, VA 23230
TJ.Edlich@altria.com

8. **Recipient Manager.** The Recipient Manager for this SOW will be:

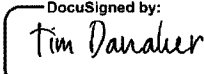
Bob Robbins
President, JUUL Americas
JUUL Labs, Inc.
560 20th Street
San Francisco, CA 94107
bob@juul.com

IN WITNESS WHEREOF, the Altria Company and Recipient have executed this Statement of Work #5 as of the SOW Effective Date.

Altria Group Distribution Company

By: 
85FF7D15B71D48D...
Name: Frederick Myers
Title: President & CEO AGDC

JUUL Labs, Inc.

By: 
0D28A9DF7069402...
Name: Tim Danaher
Title: CFO

Schedule 1

<u>Service Category</u>	<u>Basis of Charges</u>	<u>Total Charges</u>
Fixture Services <ul style="list-style-type: none"> 40,399 “ITP” Stores which excludes Kroger Supermarkets, but includes Speedway See Appendix B for Merchandising Term (Duration of ITP Agreement) by Retail Chain 	<p>████ plus █████ per store for current term of the Innovative Tobacco Product Program.</p> <p>See Appendix A to see how the per store payment is allocated for the average store covered by this Scope of Work.</p>	<p>████ total cost, with goal of 100% completion by March 31, 2020.</p>
Field Sales Force Services including: <ul style="list-style-type: none"> Territory Sales Managers Key Retail Account Services Field Sales Force Management 	<p>████ plus █████ total cost per store visit. The total number of store visits for this execution shall not exceed the total number of stores that are part of an ITP Chain, which currently stands at 40,399 stores.</p> <p>This is inclusive of all labor and associated Field Sales Force Services required to perform a full reset for each store, including:</p> <ul style="list-style-type: none"> Merchandise JUUL in Nu Mark share of merchandising space Install - Lit EFI components - average 4 per store Install - Graphics (Rack Strip & Header) 	<p>████ total maximum charges</p>
Trade Marketing Materials for fixtures	<p>Estimated Maximum Cost Per Store including 3% markup: \$570 (amount not to be exceeded without prior written consent of Recipient)</p>	<p>Estimated Maximum Total Cost: \$23,027,430 (amount not to be exceeded without prior written consent of Recipient)</p>

Total Maximum Cost per Store:



Total Maximum Contract Cost:



Schedule 2

<u>Payment Schedule</u>	<u>Date Payment to be Paid</u>	<u>Charges</u>
2018	Within 30 days of signed SOW (March 1, 2019)	[REDACTED]
2019	January 3, 2020	[REDACTED]
2020	January 4, 2021	[REDACTED]
Total Charge		[REDACTED]

Appendix A

The aggregate cost from which the per store charge was calculated was based on costs for fixtures and retail reset incentive in the proportion below.

Fixture Assets (Procured on behalf of the Retailer and owned by the Retailer)	[REDACTED]
Retailer Reset	[REDACTED]

Appendix B

MA#	Account Name	Term of ITP Agreement
27566	Circle K Procurement and Brands Ltd.	This RUF is effective beginning October 1, 2018 and ends September 30, 2021 for all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> "). 90% of Stores must meet the Nu Mark ITP Merchandising Requirements detailed below by December 31, 2019. The Term of the agreement will extend for each week that this percentage is not met.
13862	7-ELEVEN, INC. HQ	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
13384	COGO'S	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
59669	Mickey Mart Stores HQ	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
56916	GUMBY'S L.L.C	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
46968	CERTIFIED OIL CO	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62057	Coen Oil	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58796	SPEEDWAY L.L.C. H.Q	This RUF is effective as of January 1, 2019, and will continue through December 31, 2021.
14448	SHEETZ, INC. - ATTN PAUL CROZIER	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
10960	Wawa, Inc.	This RUF is effective from the date of complete execution by the parties through the date that is two (2) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
26142	EG America	This RUF is effective as of January 1, 2019, and will continue through December 31, 2021 (the " <u>Term</u> ").

62871	BP WEST COAST PRODUCTS, LLC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
68418	CHEVRON STATIONS INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57740	PUFFS DISCOUNT CIGARETTES	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
60165	C.L.T.S. INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
59909	TOBACCO WORLD	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
56320	MURPHY OIL USA, INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
28030	CASEYS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
64382	KUM & GO L.C. - HQ	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
54563	I-90 FUEL SERVICES	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
56948	DISCOUNT TOBACCO	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62848	GPM Investments LLC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
60259	BROOKSHIRE BROTHERS, LTD.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

64574	GIANT EAGLE INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
70410	QUIK - WAY RETAIL ASSOCIATES II, LTD	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
16458	QUICK CHEK	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
56301	ROSS-LAB MARKETING, INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
66412	TOBACCO TOWN	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62143	DISCOUNT TOBACCO OUTLET	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
75401	Horizon - Sunoco	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
60045	VICTORY MARKETING	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58989	Smoke-N-Go	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
72868	Axcel Management Corporation	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
47494	QUIK TRIP CORP HQ	This RUF is effective from the date of complete execution by the parties through the date that is two (2) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62340	WAL*MART STORES	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

70229	Vintners - Total	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
72605	Brookwood Gas & Convenience d/b/a Yesway	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
73062	CST- Erickson Freedom & SSG Auto Stop	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
51787	CONDON OIL CO	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
72388	REW Inc.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
50906	GRAHAM ENTERPRISE, INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
12204	JR. Food Stores	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
61649	SAVER GROUP	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
62107	SMOKERS HOST	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57111	COLLETT ENTERPRISES, INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
65612	RMD RETAIL	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
45721	Newcomb Oil	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

63704	KWIK TRIP, INC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
66126	SMOKESHACK	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
65100	PILOT CORPORATION	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
35998	RACETRAC PETROLEUM	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
40794	HYVEE, INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
54144	TOBACCO SUPERSTORE	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
54303	FAST LANE DISCOUNT TOBACCO LTD.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
54375	First Coast Energy	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
55270	DISCOUNT TOBACCO OUTLET	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
49902	Verc	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
42805	ENMARK STATIONS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57693	Smokin Joe's Outlet	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

15512	ROYAL FARMS STORES	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
61539	SAMPSON BLADEN OIL COMPANY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
65305	QUALITY OIL COMPANY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
59211	TOBACCO ROAD OUTLET	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
47008	MIRABITO FUEL GROUP	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58659	SMOKES 4 LESS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
36696	DISCOUNT DRUG MART	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58768	SMOKER FRIENDLY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
59544	SHANE SMITH ENTERPRISE INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
50561	UNITED PACIFIC	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57045	H. E. BUTT GROCERY COMPANY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
38074	LITTLE GENERAL STORE	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

55260	CIGARETTE EXPRESS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
11856	UNITED DAIRY FARMER	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
16820	PLAID PANTRY	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
45488	THE SPINX CO., INC.	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
41670	MEIJER GAS	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
25760	E-Z MART	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
26862	Country Fair	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
58674	FORWARD CORP	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
64245	Sunrise Stores	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
68390	Ware Brands, Inc. DBA JB Hawks	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
50841	Western Oil	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").
57618	CHICKASAW NATION DIV. OF COMMERCE	This RUF is effective from the date of complete execution by the parties through the date that is three (3) years after initial satisfaction by all of Retailer's Stores of the Nu Mark ITP Merchandising Requirements set forth below (the " <u>Term</u> ").

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